

- A. This Modification incorporates current applicable Department of Labor (DOL) Wage Determinations into this contract as follows:
1. Contract Modification M039 dated September 25, 1998 incorporated Wage Determination 94-2570 (Revision 6). Modification M074 dated May 12, 1999 stated that the Wage Determination was applicable from August 6, 1998 to August 6, 1999. The Department of Labor has not issued a Determination to update Wage Determination 94-2570 (Revision 6). Thus, the determination will be applicable from August 6, 1999 to August 6, 2000.
 2. Attachment 1 to this Modification are Wage Determination 94-2569 (Revision 10) and Wage Determination 98-0109 (Revision 1). Wage Determination 94-2569 (Revision 10) is applicable from August 6, 1999 to August 6, 2000. Wage Determination 98-0109 (Revision 1) includes three Collective Bargaining Agreements. The period of applicability of Wage Determination 98-109 is as stated in the Collective Bargaining Agreements.
- B. Section J, Appendix C of the contract is hereby deleted and replaced with Attachment 2 to this Modification. The effective date for the additions and deletions of the Directives set forth in Section J, Appendix C, shall be thirty (30) days from the effective date of this modification. For DOE O 474.1, compliance will be completed within 180 days of the effective date of the addition. Compliance with DOE M 471.2-2 will be completed within 120 days from the effective date of the addition. Changes to Appendix C are summarized as follows:

Deleted:

DOE O 414.1

DOE 5633.3B

DOE M 5639.6A-1

DOE/RL-93-75

HNF-SD-MP-SRID-009 Rev. 0

Quality Assurance

Control and Accountability of Nuclear Materials
dated September 7, 1994

Manual of Security Requirements for the Classified
Automated Information System Security Program
dated July 15, 1999

Hanford Facility Contingency Plan

Postirradiation Testing Lab 327

Added:

DOE O 414.1A	Quality Assurance
DOE O 474.1	Control and Accountability of Nuclear Materials
DOE M 471.2-2	Classified Information Systems Security Manual
DOE N 473.1	Carrying Semiautomatic Pistols with a Round in the Chamber

Renamed:

DOE/RL-94-02	Hanford Emergency Response Plan
is now named--	
DOE/RL-94-02	Hanford Emergency Management Plan

Updated:

HNF-SD-MP-SRID-002 Rev. 2	Fluor Daniel Hanford Contract
is now--	
HNF-SD-MP-SRID-002 Rev. 3	Fluor Daniel Hanford Contract
HNF-SD-MP-SRID-006 Rev. 0	Fast Flux Test Facility
is now--	
HNF-SD-MP-SRID-006 Rev. 1	Fast Flux Test Facility
HNF-SD-MP-SRID-007 Rev. 0	Waste Encapsulation and Storage Facility
is now	
HNF-SD-MP-SRID-007 Rev. 1	Waste Encapsulation and Storage Facility
HNF-SD-MP-SRID-008 Rev. 0	Waste Technology Engineering Lab 324
is now	
HNF-SD-MP-SRID-008 Rev. 1	324/327 Buildings
HNF-SD-MP-SRID-011	Waste Management Operations
is now--	
HNF-SD-MP-SRID-011 Rev.1	Waste Management Operations

- C. Section J, Appendix N, Special Bank Account Agreement, for the Period October 1, 1999 though September 30, 2000, (Attachment 3 to this Modification) is added to the contract.
- D. Section J, Appendix I, Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan for Fiscal Year 2000 (Attachment 4 to this Modification) is incorporated into the contract.

Section J

Appendix M

Wage Determinations Under the Service Contract Act

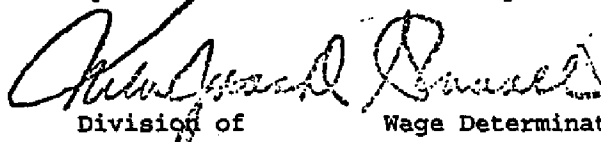
STANDARD FORM 38 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i>	1. NOTICE NO. <div style="font-size: 2em; font-weight: bold;">A 1637223</div>																		
MAIL TO: <div style="text-align: center;"> Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210 </div>		2. Estimated solicitation date (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> 3. Estimated date bids or proposals to be opened or negotiations begun (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> 4. Date contract performance to begin (use numerals) <div style="text-align: center; font-weight: bold;">Contract Anniversary</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td>08</td> <td>06</td> <td>1999 - 2000</td> </tr> </table>	Month	Day	Year				Month	Day	Year				Month	Day	Year	08	06	1999 - 2000
Month	Day	Year																		
Month	Day	Year																		
Month	Day	Year																		
08	06	1999 - 2000																		
5. PLACE(S) OF PERFORMANCE Hanford Site Richland Benton County Washington 99352	6. SERVICES TO BE PERFORMED (describe) Operations, management and insgration, at the DOE Hanford Site																			
7. INFORMATION ABOUT PERFORMANCE A. <input checked="" type="checkbox"/> Services now performed by a contractor B. <input type="checkbox"/> Services now performed by Federal employees C. <input type="checkbox"/> Services not presently being performed 8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE																				
a. Name and address of incumbent contractor Fluor Daniel Hanford Team 2420 Stevens Center, PO Box 1000 Richland, WA 99352	b. Number(s) of any wage determination(s) in incumbent's contract <div style="display: flex; justify-content: space-between;"> 98-109 94-2570 (RG) </div> <div>94-2569 (R8)</div>																			
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable collective bargaining agreements Hanford Atomic Metal Trades Council (HAMTEC) (with new rates)		RESPONSE TO NOTICE <i>(by Department of Labor)</i> A. <input checked="" type="checkbox"/> The attached wage determination(s) listed below apply to procurement. <div style="margin-left: 20px;"> <u>98-0109 (Rev. 1)</u> <u>94-2569 (Rev. 10)</u> </div> B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect. C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation). D. <input type="checkbox"/> Notice returned for additional information (see attached explanation). <div style="text-align: right;"> <i>Clarence D. Strain</i> Signed: _____ <div style="text-align: center;"> (U.S. Department of Labor) OCT 12 1999 (Date) </div> </div>																		
9. OFFICIAL SUBMITTING NOTICE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SIGNED:</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td> </td> <td>07/2/99</td> </tr> <tr> <td>TYPE OR PRINT NAME</td> <td>TELEPHONE NO.</td> </tr> <tr> <td>Sharon D. Ruehl</td> <td>(509) 376-7221</td> </tr> </table>			SIGNED:	DATE		07/2/99	TYPE OR PRINT NAME	TELEPHONE NO.	Sharon D. Ruehl	(509) 376-7221										
SIGNED:	DATE																			
	07/2/99																			
TYPE OR PRINT NAME	TELEPHONE NO.																			
Sharon D. Ruehl	(509) 376-7221																			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC. <div style="text-align: center;"> Sharon D. Ruehl, Manager Contractor Workforce Programs P O Box 530, MSIN A6-36 Richland, WA 99352 </div>																				

[illegible]

Fluor Daniel Hanford, Inc
PHMC Team
NONEXEMPT CLASSIFICATIONS

Classification	Directory of Occupational Codes	Number of Employees in each class
Accounting Clerk I	01011	1-2
Accounting Clerk II	01012	3
Accounting Clerk III	01013	1-2
Accounting Clerk IV	01014	1-2
Computer Operator I	03041	1-2
Computer Operator II	03042	1-2
Computer Operator III	03043	1-2
Computer Operator IV	03044	1-2
Computer Operator V	03045	1-2
General Clerk I	01115	3
General Clerk II	01116	16
General Clerk III	01117	13
General Clerk IV	01118	2
Travel Clerk II	01532	1
Library Technician	13050	1
Switchboard Op/Receptionist	01460	1
Secretary I	01311	1-2
Secretary II	01312	8
Secretary III	01313	5
Secretary IV	01314	8
Secretary V	01315	1-2
Word Processor I	01611	1-2
Word Processor II	01612	1-2
Word Processor III	01613	1-2

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor


Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 98-0109
Revision No.: 01
Date of Last Revision: 10/07/1999

State(s): Washington

Areas: Washington COUNTIES OF Benton, Franklin

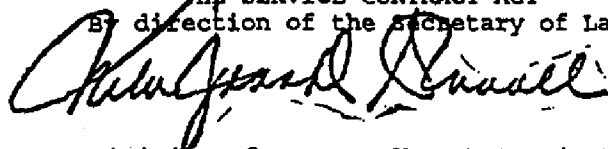
** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE
Employed on US Departmen of Energy:
contract for Operation and Maintenance
of Hanford Site services
in the above LOCALITY:

MINIMUM HOURLY WAGE

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor in performing the above services and covered by the collective bargaining agreement between Fluor Daniel Hanford, Inc. and (1) and Hanford Atomic Metal Trades Council, AFL-CIO; (2) Hanford Guards Union, Local 21 Affiliate of the International Guards Union of America; (3) Office And Professional Employees International Union, Local #11 (AFL-CIO) are to be paid wage rates and fringe benefits set forth in the bargaining agreement effective (1) August 7, 1997 through March 31, 2000; (2) November 21, 1997 through November 4, 2000 (3) October 6, 1997 through March 31, 2000, and amendment to (1) effective through March 31, 2002

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2569
Revision No.: 10
Date of Last Revision: 06/01/1999

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow, Umatilla,
Union, Wallowa, Wheeler
Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 7.99
01012 Accounting Clerk II	\$ 8.73
01013 Accounting Clerk III	\$ 10.13
01014 Accounting Clerk IV	\$ 13.23
01030 Court Reporter	\$ 10.85
01050 Dispatcher, Motor Vehicle	\$ 9.55
01060 Document Preparation Clerk	\$ 9.08
01070 Messenger (Courier)	\$ 6.97
01090 Duplicating Machine Operator	\$ 9.08
01110 Film/Tape Librarian	\$ 9.70
01115 General Clerk I	\$ 6.97
01116 General Clerk II	\$ 7.75
01117 General Clerk III	\$ 9.08
01118 General Clerk IV	\$ 10.18
01120 Housing Referral Assistant	\$ 12.95
01131 Key Entry Operator I	\$ 8.78
01132 Key Entry Operator II	\$ 9.58
01191 Order Clerk I	\$ 7.99
01192 Order Clerk II	\$ 9.58
01261 Personnel Assistant (Employment) I	\$ 8.64
01262 Personnel Assistant (Employment) II	\$ 9.70
01263 Personnel Assistant (Employment) III	\$ 10.85
01264 Personnel Assistant (Employment) IV	\$ 12.95
01270 Production Control Clerk	\$ 12.95
01290 Rental Clerk	\$ 9.70
01300 Scheduler, Maintenance	\$ 9.70
01311 Secretary I	\$ 9.70
01312 Secretary II	\$ 10.85
01313 Secretary III	\$ 12.95
01314 Secretary IV	\$ 14.50
01315 Secretary V	\$ 16.05
01320 Service Order Dispatcher	\$ 9.70
01341 Stenographer I	\$ 9.02
01342 Stenographer II	\$ 10.87
01400 Supply Technician	\$ 14.50
01420 Survey Worker (Interviewer)	\$ 10.85
01460 Switchboard Operator-Receptionist	\$ 7.86
01510 Test Examiner	\$ 10.85
01520 Test Proctor	\$ 10.85

01531 Travel Clerk I	\$ 7.80
01532 Travel Clerk II	\$ 8.20
01533 Travel Clerk III	\$ 8.77
01611 Word Processor I	\$ 8.64
01612 Word Processor II	\$ 9.70
01613 Word Processor III	\$ 10.85

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 8.83
03041 Computer Operator I	\$ 8.83
03042 Computer Operator II	\$ 10.90
03043 Computer Operator III	\$ 13.78
03044 Computer Operator IV	\$ 15.93
03045 Computer Operator V	\$ 17.09
03071 Computer Programmer I 1/	\$ 13.20
03072 Computer Programmer II 1/	\$ 15.58
03073 Computer Programmer III 1/	\$ 18.48
03074 Computer Programmer IV 1/	\$ 22.78
03101 Computer Systems Analyst I 1/	\$ 18.88
03102 Computer Systems Analyst II 1/	\$ 22.15
03103 Computer Systems Analyst III 1/	\$ 23.79
03160 Peripheral Equipment Operator	\$ 9.38

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 18.08
05010 Automotive Glass Installer	\$ 16.27
05040 Automotive Worker	\$ 16.27
05070 Electrician, Automotive	\$ 17.18
05100 Mobile Equipment Servicer	\$ 14.44
05130 Motor Equipment Metal Mechanic	\$ 18.08
05160 Motor Equipment Metal Worker	\$ 16.27
05190 Motor Vehicle Mechanic	\$ 18.08
05220 Motor Vehicle Mechanic Helper	\$ 13.53
05250 Motor Vehicle Upholstery Worker	\$ 15.34
05280 Motor Vehicle Wrecker	\$ 16.27
05310 Painter, Automotive	\$ 17.18
05340 Radiator Repair Specialist	\$ 16.27
05370 Tire Repairer	\$ 14.44
05400 Transmission Repair Specialist	\$ 18.08

Food Preparation and Service Occupations:

07010 Baker	\$ 15.13
07041 Cook I	\$ 13.50
07042 Cook II	\$ 15.13
07070 Dishwasher	\$ 9.56
07100 Food Service Worker (Cafeteria Worker)	\$ 9.56
07130 Meat Cutter	\$ 15.13
07250 Waiter/Waitress	\$ 10.67

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.18
09040 Furniture Handler	\$ 11.31
09070 Furniture Refinisher	\$ 17.18
09100 Furniture Refinisher Helper	\$ 13.53
09110 Furniture Repairer, Minor	\$ 15.34
09130 Upholsterer	\$ 17.18

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.56
11060 Elevator Operator	\$ 9.56
11090 Gardener	\$ 13.50
11121 Housekeeping Aide I	\$ 8.46
11122 Housekeeping Aide II	\$ 9.56
11150 Janitor	\$ 9.56
11210 Laborer, Grounds Maintenance	\$ 10.67
11240 Maid or Houseman	\$ 8.46
11270 Pest Controller	\$ 14.27
11300 Refuse Collector	\$ 9.56
11330 Tractor Operator	\$ 12.76
11360 Window Cleaner	\$ 10.67

Health Occupations:

12020 Dental Assistant	\$ 9.55
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.09
12071 Licensed Practical Nurse I	\$ 7.61
12072 Licensed Practical Nurse II	\$ 8.54
12073 Licensed Practical Nurse III	\$ 9.55
12100 Medical Assistant	\$ 8.54
12130 Medical Laboratory Technician	\$ 8.54
12160 Medical Record Clerk	\$ 8.54
12190 Medical Record Technician	\$ 11.83
12221 Nursing Assistant I	\$ 6.20
12222 Nursing Assistant II	\$ 6.97
12223 Nursing Assistant III	\$ 7.61
12224 Nursing Assistant IV	\$ 8.54
12250 Pharmacy Technician	\$ 10.65
12280 Phlebotomist	\$ 8.54
12311 Registered Nurse I	\$ 11.83
12312 Registered Nurse II	\$ 14.47
12313 Registered Nurse II, Specialist	\$ 14.47
12314 Registered Nurse III	\$ 17.51
12315 Registered Nurse III, Anesthetist	\$ 17.51
12316 Registered Nurse IV	\$ 20.99

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 14.31
13011 Exhibits Specialist I	\$ 12.40
13012 Exhibits Specialist II	\$ 14.79
13013 Exhibits Specialist III	\$ 16.23
13041 Illustrator I	\$ 12.40
13042 Illustrator II	\$ 14.79
13043 Illustrator III	\$ 16.23
13047 Librarian	\$ 16.05
13050 Library Technician	\$ 10.85
13071 Photographer I	\$ 11.55
13072 Photographer II	\$ 14.83
13073 Photographer III	\$ 16.23
13074 Photographer IV	\$ 18.01
13075 Photographer V	\$ 19.99

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 5.80
15030 Counter Attendant	\$ 5.80
15040 Dry Cleaner	\$ 7.62
15070 Finisher, Flatwork, Machine	\$ 5.80
15090 Presser, Hand	\$ 5.80
15100 Presser, Machine, Drycleaning	\$ 5.80
15130 Presser, Machine, Shirts	\$ 5.80

15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.80
15190 Sewing Machine Operator	\$ 8.22
15220 Tailor	\$ 8.84
15250 Washer, Machine	\$ 6.41

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.18
19040 Tool and Die Maker	\$ 20.82

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 14.44
21020 Material Coordinator	\$ 12.09
21030 Material Expediter	\$ 12.09
21040 Material Handling Laborer	\$ 8.92
21050 Order Filler	\$ 10.90
21071 Forklift Operator	\$ 9.83
21080 Production Line Worker (Food Processing)	\$ 11.92
21100 Shipping/Receiving Clerk	\$ 10.29
21130 Shipping Packer	\$ 9.95
21140 Store Worker I	\$ 8.86
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.95
21210 Tools and Parts Attendant	\$ 10.70
21400 Warehouse Specialist	\$ 11.92

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 18.08
23040 Aircraft Mechanic Helper	\$ 13.53
23050 Aircraft Quality Control Inspector	\$ 19.01
23060 Aircraft Servicer	\$ 15.34
23070 Aircraft Worker	\$ 16.27
23100 Appliance Mechanic	\$ 17.18
23120 Bicycle Repairer	\$ 14.44
23125 Cable Splicer	\$ 18.08
23130 Carpenter, Maintenance	\$ 17.18
23140 Carpet Layer	\$ 16.27
23160 Electrician, Maintenance	\$ 18.08
23181 Electronics Technician, Maintenance I	\$ 14.47
23182 Electronics Technician, Maintenance II	\$ 17.71
23183 Electronics Technician, Maintenance III	\$ 18.64
23260 Fabric Worker	\$ 15.34
23290 Fire Alarm System Mechanic	\$ 18.08
23310 Fire Extinguisher Repairer	\$ 14.44
23340 Fuel Distribution System Mechanic	\$ 18.08
23370 General Maintenance Worker	\$ 16.27
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.08
23430 Heavy Equipment Mechanic	\$ 18.08
23440 Heavy Equipment Operator	\$ 16.08
23460 Instrument Mechanic	\$ 18.08
23470 Laborer	\$ 9.56
23500 Locksmith	\$ 17.18
23530 Machinery Maintenance Mechanic	\$ 18.08
23550 Machinist, Maintenance	\$ 18.08
23580 Maintenance Trades Helper	\$ 13.53
23640 Millwright	\$ 18.08
23700 Office Appliance Repairer	\$ 17.18
23740 Painter, Aircraft	\$ 17.18
23760 Painter, Maintenance	\$ 17.18
23790 Pipefitter, Maintenance	\$ 18.08
23800 Plumber, Maintenance	\$ 17.18
23820 Pneudraulic Systems Mechanic	\$ 18.08

23850 Rigger	\$ 18.08
23870 Scale Mechanic	\$ 16.27
23890 Sheet-Metal Worker, Maintenance	\$ 18.08
23910 Small Engine Mechanic	\$ 16.27
23930 Telecommunications Mechanic I	\$ 18.08
23931 Telecommunications Mechanic II	\$ 19.01
23950 Telephone Lineman	\$ 18.08
23960 Welder, Combination, Maintenance	\$ 18.08
23965 Well Driller	\$ 18.08
23970 Woodcraft Worker	\$ 18.08
23980 Woodworker	\$ 14.44

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.82
24580 Child Care Center Clerk	\$ 10.52
24600 Chore Aide	\$ 8.46
24630 Homemaker	\$ 12.21

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 18.08
25040 Sewage Plant Operator	\$ 17.18
25070 Stationary Engineer	\$ 18.08
25190 Ventilation Equipment Tender	\$ 13.53
25210 Water Treatment Plant Operator	\$ 17.18

Protective Service Occupations:

27004 Alarm Monitor	\$ 9.60
27006 Corrections Officer	\$ 17.39
27010 Court Security Officer	\$ 18.49
27040 Detention Officer	\$ 17.39
27070 Firefighter	\$ 17.41
27101 Guard I	\$ 7.65
27102 Guard II	\$ 9.60
27130 Police Officer	\$ 20.68

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 14.34
28020 Hatch Tender	\$ 14.34
28030 Line Handler	\$ 14.34
28040 Stevedore I	\$ 13.51
28050 Stevedore II	\$ 15.13

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 22.77
29011 Air Traffic Control Specialist, Station 2/	\$ 15.71
29012 Air Traffic Control Specialist, Terminal 2/	\$ 17.29
29023 Archeological Technician I	\$ 12.76
29024 Archeological Technician II	\$ 14.27
29025 Archeological Technician III	\$ 17.68
29030 Cartographic Technician	\$ 17.68
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 18.88
29040 Civil Engineering Technician	\$ 17.68
29061 Drafter I	\$ 10.27
29062 Drafter II	\$ 11.55
29063 Drafter III	\$ 14.83
29064 Drafter IV	\$ 17.68
29081 Engineering Technician I	\$ 11.14
29082 Engineering Technician II	\$ 12.50

29083 Engineering Technician III	\$ 15.10
29084 Engineering Technician IV	\$ 18.28
29085 Engineering Technician V	\$ 22.28
29086 Engineering Technician VI	\$ 26.96
29090 Environmental Technician	\$ 15.93
29100 Flight Simulator/Instructor (Pilot)	\$ 22.15
29150 Graphic Artist	\$ 18.88
29160 Instructor	\$ 16.26
29210 Laboratory Technician	\$ 13.78
29240 Mathematical Technician	\$ 17.69
29361 Paralegal/Legal Assistant I	\$ 11.74
29362 Paralegal/Legal Assistant II	\$ 14.50
29363 Paralegal/Legal Assistant III	\$ 16.15
29364 Paralegal/Legal Assistant IV	\$ 21.46
29390 Photooptics Technician	\$ 17.69
29480 Technical Writer	\$ 16.47
29491 Unexploded Ordnance Technician I	\$ 14.47
29492 Unexploded Ordnance Technician II	\$ 17.51
29493 Unexploded Ordnance Technician III	\$ 20.99
29494 Unexploded Safety Escort	\$ 14.47
29495 Unexploded Sweep Personnel	\$ 14.47
29620 Weather Observer, Senior 3/	\$ 15.31
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.78
29622 Weather Observer, Upper Air 3/	\$ 13.78

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 11.77
31260 Parking and Lot Attendant	\$ 7.78
31290 Shuttle Bus Driver	\$ 11.09
31300 Taxi Driver	\$ 10.43
31361 Truckdriver, Light Truck	\$ 11.09
31362 Truckdriver, Medium Truck	\$ 11.77
31363 Truckdriver, Heavy Truck	\$ 13.86
31364 Truckdriver, Tractor-Trailer	\$ 13.86

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 11.78
99030 Cashier	\$ 7.19
99041 Carnival Equipment Operator	\$ 12.76
99042 Carnival Equipment Repairer	\$ 13.63
99043 Carnival Worker	\$ 9.56
99050 Desk Clerk	\$ 8.82
99095 Embalmer	\$ 14.47
99300 Lifeguard	\$ 7.86
99310 Mortician	\$ 14.47
99350 Park Attendant (Aide)	\$ 9.86
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 7.86
99500 Recreation Specialist	\$ 12.21
99510 Recycling Worker	\$ 12.64
99610 Sales Clerk	\$ 7.86
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.56
99630 Sports Official	\$ 7.86
99658 Survey Party Chief (Chief of Party)	\$ 14.97
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 12.87
99660 Surveying Aide	\$ 9.40
99690 Swimming Pool Operator	\$ 15.13
99720 Vending Machine Attendant	\$ 12.63
99730 Vending Machine Repairer	\$ 15.13
99740 Vending Machine Repairer Helper	\$ 12.63

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$1.63 an hour or \$65.20 a week or \$282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 10 years; 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**PART III - LIST OF DOCUMENTS
 EXHIBITS AND OTHER ATTACHMENTS**

SECTION J

APPENDIX C

DOE DIRECTIVES

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following Directives are applicable to work and activities conducted/accomplished by Contractors at the Hanford Site. In addition, the applicability of given Environment, Safety, and Health (ES&H) Directives to a specific facility or work activity/project may be determined through the Standards/Requirements Identification Document (S/RID) process, as approved by the appropriate DOE authority. Upon approval of an S/RID, that set of requirements is the ES&H directive/requirements set applicable to the facility, work/activity or project and supersedes the ES&H directives included in this list of Directives.

DOE ORDERS AND NOTICES

<u>ORDER NUMBER</u>	<u>CHANGES</u>	<u>TITLE</u>
DOE O 130.1		Budget Formulation Process
DOE M 140.1-1A		Interface with the Defense Nuclear Facilities Safety Board
DOE O 151.1	1&2	Comprehensive Emergency Management System
DOE M 200.1-1		Telecommunications Security Manual (Except Chapter 2)
DOE N 205.1		Unclassified Cyber Security Program
DOE O 224.1		Contractor Performance-Based Business Management Process
DOE O 225.1A		Accident Investigations
DOE O 232.1A		Occurrence Reporting and Processing of Operations Information
DOE M 232.1-1A		Occurrence Reporting and Processing of Operations Information
DOE O 241.1		Scientific and Technical Information Management
DOE O 251.1A		Directives System Order
DOE O 311.1A		Equal Opportunity and Diversity Program

DOE O 350.1	1	Contractor Human Resources Management Programs
DOE O 413.1		Management Control Program
DOE O 414.1A		Quality Assurance
DOE O 440.2	1&2	Aviation
DOE M 440.2		Aviation Manual
DOE O 442.1		Department of Energy Employee Concerns Program
DOE O 460.1A		Packaging and Transportation Safety
DOE O 460.2		Departmental Materials Transportation and Packaging Management
DOE O 470.1		Safeguards and Security Program
DOE O 470.2		Safeguards and Security Independent Oversight Program
DOE O 471.1		Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.2A		Information Security Program
DOE M 471.2-1B		Classified Matter Protection and Control Manual
DOE M 471.2-2		Classified Information Systems Security Manual
DOE O 472.1B		Personnel Security Activities
DOE M 473.2-1		Firearms Qualification Courses Manual
DOE N 473.1		Carrying Semiautomatic Pistols with a Round in the Chamber
DOE O 474.1		Control and Accountability of Nuclear Materials
DOE M 474.1-2	2	Nuclear Materials Management and Safeguards System Reporting and Data Submission
DOE M 475.1-1		Identifying Classified Information
DOE O 481.1		Work for Others (Non Department of Energy Funded Work)
DOE M 481.1-1		Reimbursable Work for Non-Federal Sponsors Process Manual
DOE O 534.1		Accounting
DOE 1220.1A	1	Congressional and Intergovernmental Affairs
DOE 1230.2		American Indian Tribal Government Policy
DOE 1240.2B	1	Unclassified Visits and Assignments by Foreign Nationals
DOE 1270.2B		Safeguards Agreement with the International Atomic Energy Agency
DOE 1300.2A		Department of Energy Technical Standards Program
DOE 1300.3		Policy on the Protection of Human Subjects
DOE 1324.5B	1	Records Management Program
DOE 1330.1D		Computer Software Management

DOE 1340.1B		Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1350.1	1	Audiovisual and Exhibits Management
DOE 1410.2		Mail Management
DOE 1450.3A	1	Call Control/Verification Programs and Authorized Use of Government Telephone Systems
DOE 1450.4		Consensual Listening-In To Or Recording Telephone/Radio Conversations
DOE 1500.3	1-7	Foreign Travel Authorizations
DOE 1700.1	1-4	Freedom of Information Program
DOE 1800.1A	1	Privacy Act
DOE 2030.4B		Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE 2100.8A		Cost Accounting, Cost Recovery, & Interagency Sharing of Information Technology Facilities
DOE 2110.1A	1&2	Pricing of Departmental Materials and Services
DOE 2300.1B		Audit Resolution and Follow-Up
DOE 2320.1C		Cooperation With the Office of the Inspector General
DOE 2320.2B		Establishment of Departmental Position on Inspector General Reports
DOE 3900.1B		Parking
DOE 4210.9A		Unsolicited Proposals
DOE 4330.2D		In-House Energy Management
DOE 4330.4B		Maintenance Management Program
DOE 5300.1C		Telecommunications
DOE 5400.1		General Environmental Protection Program
DOE 5400.5	1&2	Radiation Protection of the Public and the Environment
DOE 5440.1E		National Environmental Policy Act Compliance Program
DOE 5480.10		Contractor Industrial Hygiene Program
DOE 5480.11		Radiation Protection for Occupational Workers
DOE 5480.16A		Firearms Safety
DOE 5480.17		Site Safety Representatives
DOE 5480.19	1	Conduct of Operations Requirements for DOE Facilities
DOE 5480.20A		Personnel Selection, Qualifications, and Training Requirements for DOE Nuclear Facilities
DOE 5480.21		Unreviewed Safety Questions
DOE 5480.22	1&2	Technical Safety Requirements

DOE 5480.23	1	Nuclear Safety Analysis Reports
DOE 5480.24		Nuclear Criticality Safety
DOE 5480.26		Trending and Analysis of Operations Information
		Using Performance Indicators
DOE 5480.28		Natural Phenomena Hazards Mitigation
DOE 5480.30		Nuclear Reactor Safety Design Criteria
DOE 5480.31		Startup and Restart of Nuclear Facilities
DOE 5480.4	1-4	Environmental Protection, Safety, and Health
		Protection Standards
DOE 5480.6		Safety of DOE-Owned Nuclear Reactors
DOE 5480.7A		Fire Protection
DOE 5480.8A	1	Contractor Occupational Medical Program
DOE 5480.9A		Construction Project Safety and Health
		Management
DOE 5481.1B		Safety Analysis and Review System
DOE 5483.1A		Occupational Safety and Health Program for DOE
		Contractor Employees at Government-Owned
		Contractor-Operated (GOCO) Facilities
DOE 5484.1	1-7	Environmental Protection, Safety, and Health
		Protection Information Reporting Requirements
		(Except paragraphs 1 through 5, 6a(1) through (10),
		6b, 6d, 6f(1) through (8) and the second
		misnumbered 6f, and Chapters I and II)
DOE 5530.1A		Accident Response Group
DOE 5530.2		Nuclear Emergency Search Team
DOE 5530.3	1	Radiological Assistance Program
DOE 5530.4		Aerial Measuring System
DOE 5530.5	1	Federal Radiological Monitoring and Assessment
		Center
DOE 5560.1A		Priorities and Allocations Program
DOE 5610.13		Joint Department of Energy/Department of Defense
		Nuclear Weapon Safety, Security, and Control
		Program
DOE 5610.14		Transportation Safeguards System Program
		Operations
DOE 5610.2	1	Control of Weapon Data
DOE 5632.1C		Protection and Control of Safeguards and Security
		Interests
DOE M 5632.1C-1	1	Manual for Protection and Control of Safeguards
		and Security Interests (Except Chapter III,
		paragraphs 1, 2, and 4 through 9)
DOE 5632.7A	1	Protection Force Program

DOE 5660.1B		Management of Nuclear Materials
DOE 5670.1A		Management and Control of Foreign Intelligence
DOE 5670.3		Counterintelligence Program
DOE 5800.1A		Research and Development Laboratory Technology Transfer Program
DOE 5820.2A		Radioactive Waste Management
DOE 6430.1A		General Design Criteria
DOE N 5400.9		Sealed Radioactive Source
DOE N 5480.11		Extension of Radiological Control Manual, Rev. 1
DOE/RW-0333P	Rev. 8	Quality Assurance Requirements and Descriptions
SEN-15-90		National Environmental Policy Act
SEN-22-90		DOE Policy on Signatures of RCRA Permit Applications
SEN-30A-92		Staying the Course for Technology Transfer at the Department of Energy
SEN-35-91		Nuclear Safety Policy
SEN-39-92		Department of Energy Occupational Safety and Health (OSH) Incentives Program

S/RIDS

DOC. NUMBER	REVISION	TITLE
HNF-SD-MP-SRID-002	3	Fluor Daniel Hanford Contract
HNF-SD-MP-SRID-003	1	Plutonium Finishing Plant
WHC-SD-MP-SRID-007	1	Waste Encapsulation and Storage Facility
HNF-SD-SNF-RD-001	2	Spent Nuclear Fuel Project
HNF-SD-MP-SRID-006	1	Fast Flux Test Facility
HNF-SD-MP-SRID-008	1	324/327 Buildings
HNF-SD-MP-SRID-011	1	Waste Management Operations

RL DIRECTIVES

DOC. NUMBER	TITLE
RLID 232.1A	Notification, Reporting and Processing of Operations Information
RLID 430.1	Systems Engineering Criteria Document and Implementing Directive
RLID 470.1	Safeguards and Security Corrective Action Management System
RLID 470.2	Facility Approval and Registration of Activities

RLID 471.2B		Information Security Program
RLID 473.1		Protection of Safeguards and Security Interests
RLID 473.2		Hanford Site Access Eligibility
RLID 1300.1D		Richland Operations Office Facility Representative Program
RLID 1360.2B		Unclassified Computer Security Program
RLID 5000.1		Baseline Execution and Management Process
RLID 5000.2		Long Range Planning Process
RLID 5480.7		Fire Protection
RLID 5480.19		Conduct of Operations Requirements for RL
RLID 5480.29		RL Employee Concerns Program
RLID 5480.31		Startup and Restart of Nuclear Facilities
RLID 5633.3		Control and Accountability of Nuclear Materials at RL
RLID 5635.1		Special Access and Top Secret Access Authorization
RLID 5670.3A		Counterintelligence Program
RLIP 1322.1B		RL Forms Management
RLIP 5484.1A		Environmental Protection, Safety, and Health Protection Information Reporting Requirements
RLPD 430.1		Hanford Site Systems Engineering Policy
RLPD 450.1		Hanford Environment, Safety and Health Policy
RLPD 5000.1		Site Management System
DOE/RL-92-49		Radiological Assistance Program Plan - Region 8
DOE/RL-94-02		Hanford Emergency Management Plan
DOE/RL-92-36		Hanford Site Hoisting and Rigging Manual
DOE/RL-94-125		Federal Building Self Protection Plan
HSL&T-1		Hanford Site Lock and Tag Standard
DOE/RL-94-97		Selection of Analytical Methods for Mixed Waste Analysis at Hanford
DOE/RL-94-55		Hanford Analytical Services QA Plan
DOE/RL-96-68	2	Hanford Analytical Services Quality Assurance Requirements Document
DOE-0223		RL Emergency Implementing Procedures
DOE-0225		Hanford Emergency Assessment Resource Manual (HEARM)
DOE/RL-96-109	2	Hanford Site Radiological Control Manual (HSRCM-1, Rev. 2)

Section J

Appendix N

**"Special Bank Account Agreement For Use With The
Checks-Paid Method of Letter of Credit Financing
October 1, 1999 Through September 30, 2000"**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT**

This Agreement is entered into this 1st day of October 1999, between the UNITED STATES OF AMERICA, represented by the U.S. Department of Energy (hereinafter referred to as DOE); Fluor Daniel Hanford, Inc., corporation/legal entity existing under the laws of the State of Washington (hereinafter referred to as the Contractor); and U.S. Bank of Washington, National Association, a financial institution wholly owned by U.S. Bancorp but existing under the laws of the State of Washington, located at Richland, Washington (hereinafter referred to as the Financial Institution).

RECITALS

(a) On the effective date of August 6, 1996, DOE and the Contractor entered into Contract(s) No. DE-AC06-96RL13200, or a Supplemental Agreement(s) thereto, providing for transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by the U.S. Department of Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000. These special demand deposits must be kept separate from the Contractor's general or other funds; and the parties are agreeable to so depositing said amounts with the Financial Institute.

(c) The special demand deposit accounts shall be designated Fluor Daniel Hanford, Inc., Salary and Contract Accounts. Note: separate Salary Accounts are provided for:

Fluor Daniel Hanford, Inc.
Waste Management Federal Services of Hanford, Inc.
DE&S Hanford, Inc.
B&W Hanford Co.
Numatec Hanford Corp.
DynCorp Tri-Cities Services, Inc.
Protection Technology Hanford
Lockheed Martin Hanford Corp.

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

(1) The Government shall have a title to the credit balance in said accounts to secure the repayment of all funds transferred to the Contractor and said title shall be superior to any lien or claim of the Financial Institution with respect to such accounts.

(2) The Financial Institution will be bound by the provisions of said contract(s) between DOE and the Contractor relating to the transfer of funds and withdrawal of funds from the special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said accounts. After receipt by the Financial Institution of written directions

from DOE Contracting Officer, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions.

(3) The DOE, or its authorized representatives, shall have access to the financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under this Agreement.

(4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution will promptly notify the DOE at the Richland Operations Office, P.O. Box 550, MSIN A7-88, Richland, Washington 99352.

(5) DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation DE-RP06-95RL13170 dated April 12, 1995, in consideration of the placement by DOE of a noninterest-bearing time deposit with the Financial Institution in an amount as determined by the DOE at the close of each quarter. The Financial Institution agrees that per item costs, detailed in the form "Schedule of Bank Processing Charges," contained in the Financial Institution's June 12, 1995, bid will remain constant during the term of this Agreement. A designated Hanford contractor will withdraw funds from its special demand deposit account in the Financial Institution to fund the noninterest-bearing time deposit. This account will hereinafter be defined as the time deposit account. The funds in the time deposit will remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward but only with the approval of DOE.

(6) The Financial Institution will post collateral, acceptable under U.S. Department of Treasury Circular No. 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest bearing the deposit account), less the U.S. Department of Treasury approved deposit assurance.

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term of one year, beginning the first day of October 1999, and ending through the thirtieth day of September 2000.

The duration of the Agreement shall not extend past September 30, 2000.

(8) DOE, the Financial Institution, or the Contractor may terminate this Agreement at any time within the Agreement period submitting written notice to the other parties ninety (90) days prior to the desired termination date. The specific provisions for operating the account during the 90-day period are contained in Covenant 11.

(9) DOE or the Contractor may terminate this Agreement at any time within the Agreement period upon 30 days written notice to the Financial Institution if DOE or the Contractor, or both parties find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner which precludes administering the program in an effective or efficient manner or that precludes the effective utilization of the Government's cash resources.

(10) Notwithstanding the provisions of Covenants 8 and 9, in the event the contract [referenced in Recital (a)] between the DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution will be terminated automatically upon the delivery of written notice to the Financial Institution. If there is a successor contractor, arrangements will be made for a new agreement with said successor contractor.

(11) In the event of termination or expiration, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items. Within seven (7) days of expiration of the agreement an analysis of the special demand deposit account shall be made by the DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Financial Institution for services rendered up to the expiration date.

(a) If the analysis indicates that the Financial Institution has been insufficiently compensated for services rendered up to the expiration of the Agreement, DOE shall ensure:

1. Sufficient Federal funds to reimburse the Financial Institution for prior cumulative loss of earning will be maintained during this 90-day period;
2. Sufficient Federal funds to compensate the Financial Institution for services rendered will be maintained on deposit in the time deposit account.

(b) If the analysis indicates that the Financial Institution has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall adjust the time deposit account for an amount equal to cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.

(c) If cumulative excess compensation is not sufficient to compensate the Financial Institution for services rendered during the 90-day period, adjustments will be made to the time deposit account to compensate the Financial Institution for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the additional 90-day period with exception of the following:

1. The term of this Agreement--Covenant 7.
2. Termination of Agreement--Covenant 8 and 9.

All terms and conditions of the aforesaid bid submitted by the Financial Institution which are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications," "Schedule of Bank Processing Charges," "Calculation of Time Account Balance Required," and "Summary of Time Account Balance Required -- Consolidation." These forms have been accepted by the Contractor and DOE and are incorporated herein with the document entitled "Financial Institution's Information on the Payments Cleared Financing Arrangement" as a integral part of this Agreement.

Any direction received by the Financial Institution from DOE which alters any portion of the terms and conditions of this Agreement, including the amount of the time deposit agreed to herein, shall not be valid unless signed by the Contracting Officer.

WITNESS

By Marcia N. Roske
(Typed Name of Contracting Officer)

Maria N. Koske
(Signature of Contracting Officer)

October 5, 1999
(Date of Signature)

(Typed Name of Witness)

Fluor Daniel Hanford, Inc.
(Typed Name of Recipient)

(Signature of Witness)

By E. W. Penn
(Typed Name of Recipient's Representative)

**Note--In case of corporation,
Witness not required. Type
names under all signatures.**

(Signature of Recipient's Representative)

Vice President
(Title)

P. O. Box 1000, Richland, WA 99352
(Address)

September 30 , 1999
(Date of Signature)

WITNESS

U.S. BANK
(Typed Name of Financial Institution)

M. THERESA PARRY

By SHARON K. RICHARD

(Typed Name of Witness)

(Typed Name of Financial Institution Representative)

Witnessed By
(Signature of Witness)

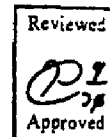
(Signature of Financial Institute Representative)

VICE PRESIDENT, CCM.

(Title)

1420 FIFTH AVENUE, WWW 378, SEATTLE, WA 98101
(Address)

SEPT. 23, 1999
(Date of Signature)



LEGAL



Section J

Appendix I

Small, Small HUBZone, Small Disadvantaged and Woman Owned Small Business Subcontracting Plan for Fiscal Year 2000

FILE COPY

**Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business
Subcontracting Plan**

1. Name of Prime Contractor: Fluor Daniel Hanford, Inc.
 Address: Post Office Box 1000, MSIN H6-01
 Richland, Washington 99352

2. Contract of Solicitation No.: DE-AC06-96RL13200

 Total Amount of Contract: \$4.88 Billion
 Period of Performance: October 1, 1996 through September 30, 2001
 Place of Performance: Richland, WA

Description of Contract Requirements: Fluor Daniel Hanford, Inc. (FDH) shall provide all materials, supplies, services and transportation necessary to perform the Statement of Work as Management Contractor for DOE, Richland Operations Office.

Items 3 through 7 are based on FY00 dollars only. The 49% is based on \$600¹ million of FDH cost for FY00.

3. Total amount of planned subcontracting: \$295,152,056

 Percentage of total amount of contract: 49%

4. Total planned for subcontracting to Small Business \$67,884,972
 (Small Business) (Including item 5, 6 and 7 below):

 Percentage of total amount of planned
 subcontracting: 23%
5. Total planned for subcontracting to Small Dis-
 advantaged Business (part of item 4): \$14,751,602

 Percentage of total amount of planned
 subcontracting: (part of item 4) * 5%

6. Total planned for subcontracting to HUBZone Small
 Business (part of item 4): \$ N/A

 Percentage of total amount of planned
 Subcontracting: (part of item 4) N/A%

7. Total planned for subcontracting to Woman-Owned
 Small Business (part of item 4): \$14,757,602

 Percentage of total amount of planned
 subcontracting: (part of item 4) 5%

*This % is NOT based on the new SBA SDB certified requirements.

¹ Excludes budget dollars associated with PNNL, RL Directed, Non-Defense and Environmental Restoration.

8. Items to be subcontracted under this contract and the types of businesses supplying them are: (Check all that apply)

Subcontracting Items	Large Business	SB	SDB	*HUBZone	WOSB
Office Supplies	X	X	X		X
Janitorial Supplies		X	X		X
Office Equipment		X	X		X
Construction Materials	X	X	X		X
Construction Services	X	X	X		X
Temporary Empl: Services	X	X	X		X
A/E Services	X	X	X		
Lab Services	X	X			
Safety Equipment	X	X	X		X
Fuels		X	X		
Operating Materials	X	X	X		X
Real Estate	X	X			
Miscellaneous Services	X	X	X		X

*This category included, however, at this time no sources available in HUBZone.

9. The method used to develop the subcontracting goals for Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns is described as follows:

In formulating the goals for Small, Small HUBZone, Small disadvantaged and Woman-Owned Small Business concerns for FY 2000, FDH utilized current guidance from the U. S. Department of Energy Richland Operations Office. FDH used historical data from actual accomplishments for FY 1999. In addition, the following were considered:

- Lockheed Martin Hanford, Co. transitioning from the PHMC to the Office of River Protection
- The Small Business Administration's requirement for certified Small Disadvantaged Business's, and the many unknowns associated
- Restructuring of the PHMC internally

10. The method used to identify potential sources for solicitation purposes is as follows:

Existing company source lists; Small Business Administration including regional and Headquarters; Pro-Net; small, small HUBZone, small disadvantaged and woman-owned Small Business concerns trade associations; Trade Fairs; conferences/conventions; and workshops.

11. Indirect costs are () are not (X) included in the above goals (check one).

12. The following individual will administer the subcontracting program:

Name: Catherine Pearsall
Title: Small Business Liaison, Supplier Advocacy Office
Address: P.O. Box 1000, MSIN H6-01
Richland, Washington 99352
Telephone: (509) 376-4697

This individual's specific duties as they relate to the firm's subcontracting program are as follows:

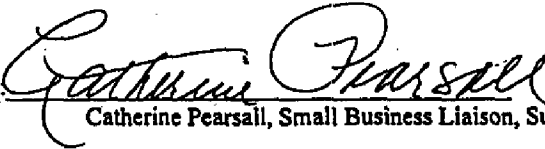
- a. Ensuring, in the project's acquisition of goods and services, that Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials.
- b. Ensuring the establishment and maintenance of records of the total dollar value of solicitations and awards to Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns, large business concerns and total solicitations and awards.
- c. Preparing and submitting semi-annual reports (SF294) on direct procurements to the contracting officer.
- d. Developing and maintaining source files (Pro-Net and others) of Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns for use by the project in preparing bidders lists for solicitations of direct and indirect goods and services.
- e. Participating or ensuring participation of company representatives in Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business trade associations, seminars, and business opportunity workshops and outreach programs.
- f. Conducting or arranging for conduct of instructional and motivational workshops for procurement and contracts personnel and others in the duties and methods of enhancing the participation of Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business firms in Project Hanford's acquisitions.
- g. Coordinating project activities during conduct of compliance reviews by federal agencies.
- h. Cooperating in any studies or surveys or submission of reports (in addition to those in Item C, above) as may be required by the Department of Energy or the Small Business Administration.
- i. Establishing and maintaining adequate records of the above activities to document compliance with this subcontracting plan.
- j. Implementing a procurement system, which uses the information highway to expand access by Small, Small Disadvantaged, Women-Owned Small Business concerns to the procurement process.

13. The following efforts will be made to assure that Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns will have an equitable opportunity to compete for subcontracts.

- a. Identify potential projects or portion of projects that can be performed by Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns.
 - b. Include Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns in Request for Quotes where such concerns are known to exist and are qualified to supply the items or services being procured.
 - c. Assist Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns with mentoring through the Supplier Advocacy Office, Small Business Liaison.
 - d. Arrange bid solicitation; time for preparation of proposals, quantities, specifications and delivery schedules to facilitate participation.
 - e. Provide training for Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns in doing business with the PHMC (Project Hanford Management Contract).
14. The clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except Small Business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) will be required to adopt a plan similar to the plan agreed to by the offeror.
15. The contractor will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; submit Standard Form 294, "Subcontracting Report for Individual Contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and ensure that its subcontractors agree to submit Standard Forms 294 and 295.
16. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- a. Source lists, guides and other data that identify Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns.
 - b. Organizations contacted in an attempt to locate sources that are Small, Small HUBZone, Small Disadvantaged, or Woman-Owned Small Business concerns.
 - c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business concerns were solicited and if not, why not, (2) whether Small HUBZone Business concerns were solicited and if not, why not, (3) whether Small Disadvantaged Business concerns were solicited and if not, why not, (4) whether Woman-Owned Small Business concerns were solicited and if not, why not, and (5) if applicable, the reason award was not made to a Small Business concern.
 - d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business sources.

- e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. *(Contractors having company or division-wide annual plans need not comply with this requirement.)*

Plan Submitted by:



Catherine Pearsall, Small Business Liaison, Supplier Advocacy Office

Date:

12-8-99

Plan Accepted by:




(Contracting Officer)

Date:

8 Dec 99



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

00-PRO-213

FEB 15 2000

Mr. R. D. Hanson, President
Fluor Hanford, Inc.
Richland, Washington 99352

Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M089, UPDATED
SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS; SPECIAL BANK
ACCOUNT AGREEMENT; SUBCONTRACTING PLAN; DOE DIRECTIVES

Enclosed for your files is Modification M089, with original signatures of the contracting
parties. Should you have any questions, regarding the above please contact me at (509) 376-8948,
or Alan Hopko at (509) 376-2031.

Sincerely,

ORIGINAL SIGNED BY:

Sally A. Sieracki
Contracting Officer

PRO:AEH

Enclosure

cc w/encl:

J. L. Jacobsen, FHI

bcc: PRO Off File w/encl
PRO Rdg File
CCC Rdg File w/copy of encl
Record Note: None
E:\Alan\Mod\M089 Transmittal

RECEIVED

Office >	PRO	PRO				FEB 18 2000
Surname >	HOPKO <i>Alan</i>	SIERACKI <i>Sally</i>				
Date >	2/15/00	15 Feb 00				

(Please return to Rosie Garza 6-7736 A7-80/FED FAX 6-5378)

Document No. 17397